

VILLAGE OF SALADO
ANNEXATION SERVICE PLAN - VOLUNTARY ANNEXATION
SANCTUARY DEVELOPMENT

For 286.822+- acres of land generally bounded by Royal Street (to the north), I-35 to the west, and Salado Oaks Drive to the east, abutting the city limits boundary situated within multiple Surveys, Bell County, Texas and being more particularly described as Exhibit "A" (Field Notes) and depicted as Exhibit "B" (Map) of the Annexation Ordinance (2016.01).

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

MAINTENANCE

1. POLICE PROTECTION

The Village will provide protection to the newly-annexed tracts at the same or similar service now being provided in other areas of the Village, with the same or similar topography, land use and population density.

2. FIRE PROTECTION

The Village will provide fire protection, through a services contract with the Salado Volunteer Fire Department, to the newly-annexed tracts at the same or similar level of service now being provided to other areas of the Village, with the same or similar topography, land use and population density. The Village will provide First Responder services through the same contract with the Salado Volunteer Fire Department.

3. AMBULANCE SERVICE

The Village will provide First Responder services through a contract with the Salado Volunteer Fire Department and Emergency Medical Services (EMS) through a contract with Scott & White Hospital System.

4. SOLID WASTE COLLECTION

Solid Waste collection will be provided to the newly-annexed tracts by private contractors legally operating in the Village Limits.

5. MAINTENANCE OF WATER FACILITIES

Any and all water facilities owned or maintained by the Salado Water Supply Corporation at the time of the proposed annexation shall continue to be maintained by the Salado Water Supply Corporation. Any and all water facilities installed subsequent to annexation will be owned and maintained in accordance with Salado Water Supply Corporation's policies.

6. MAINTENANCE OF WASTEWATER FACILITIES

No public wastewater system facilities are currently available in the area; each property is served by on-site sewage. Any and all wastewater facilities acquired by the Village or installed

subsequent to the annexation of the proposed area shall be dedicated to and maintained by the Village, to the extent of its ownership. Any and all wastewater facilities outside the extent of the ownership of the Village, which are owned by private owners and or developer, shall continue to provide those maintenance services to the newly-annexed tract.

7. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the Village, or which are owned by the Village, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all private roads, streets or alleyways shall be maintained by the HOA/POA/Master Association pursuant to the Master Development Agreement. Pursuant to the Master Development Agreement, any and all lighting (including security lighting) of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the HOA/POA/Master Association or applicable utility company pursuant to the rules, regulations and fees of such utility or HOA/POA/Master Association. In accordance with the Master Development Agreement, the HOA/POA/Master Association will be responsible for all utility bills associated with the above referenced lighting.

8. MAINTENANCE OF PUBLIC PARKS, FACILITIES, RECREATIONAL AREAS, GREENBELTS, AND PLAYGROUNDS

The Village is not aware of any existing parks, facilities, recreational areas, or playgrounds now located in the area proposed for annexation. In accordance with the Master Development Agreement, Section VI, any private parks, playgrounds, greenbelts, recreational areas, facilities or trails that are installed will be maintained by the HOA/POA/Master Association. In accordance with Section VI of the Master Development Agreement, no public parks, playgrounds, recreational areas, facilities or trails will be installed.

9. MAINTENANCE OF MUNICIPALLY-OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The Village is not aware of the existence of any public-owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly-owned facility, building or municipal services does exist and are public facilities, the Village will maintain such areas to the same extend and degree that it maintains publicly-owned facilities, buildings or municipal services of the Village now incorporated in the Village.

10. INSPECTIONS

Plat, construction plan reviews, and any other development applications will be provided pursuant to the Master Development Agreement, Sections 4.04 and 4.08. Building code review and inspection will be provided pursuant to the Master Development Agreement, Section 4.10.

11. CODE ENFORCEMENT

The Village will provide code enforcement services to the newly-annexed area at the same or similar level of service now being provided to other areas of the Village with the same or similar topography, land use and population density.

12. MOWING

The Village will provide right-of-way mowing services adjacent to the newly-annexed tract at the same or similar level of service now being provided to other areas of the Village with the same or similar topography, land use and population density.

13. DRAINAGE

The Village will maintain existing drainage at the same or similar level of service now being provided to other areas of the Village, with the same or similar topography, land use and population density. The HOA/POA/Master Association will maintain all new drainage facilities to the newly-annexed areas.

CAPITAL IMPROVEMENTS:

1. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The Village finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police protection, fire protection, First Responder or emergency medical services. The Village finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the Village with the same or similar topography, land use and population density.

2. ROADS AND STREETS

The Village will undertake to provide the same degree of roads and street lighting as is provided in areas of the same or similar topography, land use and population density within the present corporate limits of the Village. Developers will be required, pursuant to the ordinances of the Village to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the Master Development Agreement or the Village for the properly dedicated street, whichever is applicable.

3. WATER FACILITIES

The Village does not have water facilities within the boundaries of the voluntary annexation. These areas are in Salado Water Supply Corporation's Certificate of Convenience and Necessity. The Village has a service availability letter on file from the Salado WSC. Pursuant to the Master Development Agreement, Section 5.02, Village and Owners have agreed that Salado WSC will provide retail water services to and within the area, and Village shall have no responsibility for the provision or maintenance of water services or facilities. Any extension of services will be provided pursuant to Salado WSC policies and the Master Development Agreement.

4. WASTEWATER FACILITIES

Currently, there are no wastewater treatment providers within the boundaries of the voluntary annexation and property owners rely on on-site sewage facilities (septic systems). Other areas of the Village with similar topography, land use, and population density as those found in the boundaries of the voluntary annexation also rely on on-site sewage facilities for wastewater infrastructure. Pursuant to the Master Development Agreement and Wastewater Services Agreement with the developer and landowners, it is anticipated that the Village will construct a wastewater treatment plant and lines

along Royal Street which are intended to service the properties. A lift station will also be constructed at/near the intersection of Royal Street and Main Street which are part of the system which will service the properties. Extension of other collection lines and wastewater facilities will be performed consistent with Village utility policies, the Master Development Agreement, and the Wastewater Services Agreement as applicable.

5. PUBLIC PARKS, FACILITIES, RECREATIONAL AREAS, GREENBELTS, AND PLAYGROUNDS

Pursuant to the Master Development Agreement, Section VI, the Village is not responsible for construction of any new public parks, facilities, recreational areas, greenbelts and playgrounds. Such facilities will be constructed by the property owner(s)/developer and an owner and or HOA/POA/Master Association shall be responsible for maintenance.

6. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements as necessary for municipal services in a manner inconsistent with Chapter 395 of the Local Government Code unless otherwise agreed to by the landowner or pursuant to the Master Development Agreement or Wastewater Services Agreement.

SPECIFIC FINDINGS

The Board of Aldermen finds and determines that this proposed Municipal Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization, and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from the services provided in other areas of the Village. These differences are specifically dictated because of differing characteristics of the property and the Village will undertake to perform consistent with this contract so as to provide the newly-annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the Village who reside in areas of the same or similar topography, land utilization and population density.

APPROVED ON THE ____ DAY OF _____, 2016.

VILLAGE OF SALADO
ANNEXATION SERVICE PLAN - VOLUNTARY ANNEXATION
HIDDEN GLEN DEVELOPMENT

For 18.71 +-acres of land out of 20.017 acres located at 251 Mary Lane, generally bounded by Paradise Lane (to the north), Vanessa Street to the west, Chisholm Trail to the east, and Mill Creek Drive to the south, abutting the city limits boundary, situated within the Young Williams Survey, Abstract No. 861, Tract 1, Bell County, Texas and being more particularly described as Exhibit "A" (Field Notes) and depicted as Exhibit "B" (Map) of the Annexation Ordinance (2016.02).

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

MAINTENANCE

14. POLICE PROTECTION

The Village will provide protection to the newly-annexed tracts at the same or similar service now being provided in other areas of the Village, with the same or similar topography, land use and population density.

15. FIRE PROTECTION

The Village will provide fire protection through a services contract with the Salado Volunteer Fire Department to the newly-annexed area at the same or similar level of service now being provided to other areas of the Village, with the same or similar topography, land use and population density. The Village will provide First Responder services through the same contract with the Salado Volunteer Fire Department.

16. AMBULANCE SERVICE

The Village will provide First Responder services through a contract with the Salado Volunteer Fire Department and emergency medical services (EMS) through a contract with Scott & White Hospital System.

17. SOLID WASTE COLLECTION

Solid Waste collection will be provided to the newly-annexed tracts by private contractors legally operating in the Village Limits.

18. MAINTENANCE OF WATER FACILITIES

Any and all water facilities owned or maintained by the Salado Water Supply Corporation at the time of the proposed annexation shall continue to be maintained by the Salado Water Supply Corporation. Any and all water facilities installed subsequent to annexation will be owned and maintained in accordance with Salado Water Supply Corporation's policies.

19. MAINTENANCE OF WASTEWATER FACILITIES

No public wastewater system facilities are currently available in the area. The development will initially be served with on-site sewage (septic system), as approved by the Bell County Health Department. Any and all wastewater facilities, excluding septic systems, acquired by the Village or installed subsequent to the annexation of the proposed area shall be dedicated to and maintained by the Village, to the extent of its ownership. Any and all wastewater facilities outside the extent of the ownership of the Village, which are owned by private owners and or developer, shall continue to be maintained by private owners and or developer in the newly-annexed tract.

20. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the Village, or which are owned by the Village, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all private roads, streets or alleyways, including but not limited to Mary Lane, shall be maintained by the property owner. Any and all lighting of private roads, streets and alleyways which may be positioned in a roadway or utility company easement shall be privately owned and maintained by the property owner. There is no anticipated lighting to be installed or maintained in the public right-of-way, streets or alleys.

21. MAINTENANCE OF PUBLIC PARKS, FACILITIES, RECREATIONAL AREAS, GREENBELTS, & PLAYGROUNDS

The Village is not aware of the existence of any parks, facilities or playgrounds now located in the area proposed for annexation. There are no public parks, playgrounds, facilities or trails anticipated to be dedicated to the Village. Any private parks, facilities and trails will be maintained by the property owner.

22. MAINTENANCE OF MUNICIPALLY-OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The Village is not aware of the existence of any public-owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly-owned facility, building or municipal services does exist and are public facilities, the Village will maintain such areas to the same extend and degree that it maintains publicly-owned facilities, buildings or municipal services of the Village now incorporated in the Village.

23. INSPECTIONS

The Village will provide building inspection services upon approved building permits from the Village to the newly-annexed tract at the same or similar level of service now being provided to other areas of the Village with the same or similar topography, land use, and population density.

24. CODE ENFORCEMENT

The Village will provide code enforcement services to the newly-annexed area at the same or similar level of service now being provided to other areas of the Village with the same or similar topography, land use and population density.

25. MOWING

The Village will provide right-of-way mowing services adjacent to the newly-annexed tract at the same or similar level of service now being provided to other areas of the Village with the same or similar topography, land use and population density.

26. DRAINAGE

The property owner will provide maintenance of drainage facilities since there are no publicly dedicated drainage facilities on this tract.

CAPITAL IMPROVEMENTS:

7. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The Village finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police protection, fire protection, or emergency medical services. The Village finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the Village with the same or similar topography, land use and population density.

8. ROADS AND STREETS

The Village will undertake to provide the same degree of road and street lighting as is provided in areas of the same or similar topography, land use and population density within the present corporate limits of the Village. Developers will be required, pursuant to the ordinances of the Village to provide internal and peripheral streets and to construct those streets in accordance with Village specifications. Internal streets and Mary Lane are platted as private streets and will be installed by the owner.

9. WATER FACILITIES

The Village does not have water facilities within the boundaries of the voluntary annexation. These areas are in Salado Water Supply Corporation's Certificate of Convenience and Necessity area. The Village has a service availability letter on file for the Salado WSC. Any extension of services will be provided pursuant to SWSC policies.

10. WASTEWATER FACILITIES

Currently, there are no wastewater treatment providers or facilities within the boundaries of the voluntary annexation and property owners rely on on-site sewage facilities (septic systems). Other areas of the Village with similar topography, land use, and population density as those found in the boundaries of the voluntary annexation also rely on on-site sewage facilities for wastewater infrastructure. For this reason and in accordance with Local Government Code Section 43.056(g), the Village proposes no extension of wastewater facilities within the boundaries of the voluntary annexation at this time.

11. PUBLIC PARKS, FACILITIES, RECREATIONAL AREAS, GREENBELTS & PLAYGROUNDS

There are no proposed public parks in the area. Private park amenities and trails will be installed by the developer as per the approved Site Plan.

12. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements as necessary for municipal services in a manner inconsistent with Chapter 395 of the Local Government Code unless otherwise agreed to by the landowner or pursuant to the Master Development Agreement.

SPECIFIC FINDINGS

The Board of Aldermen finds and determines that this proposed Municipal Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization, and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from the services provided in other areas of the Village. These differences are specifically dictated because of differing characteristics of the property and the Village will undertake to perform consistent with this contract so as to provide the newly-annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the Village who reside in areas of the same or similar topography, land utilization and population density.

APPROVED ON THE ____ DAY OF _____, 2016.